

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF MICHIGAN  
NORTHERN DIVISION

MICHIGAN SALES AND EQUIPMENT,  
Plaintiff,

v.

Case No. 2:16-CV-88  
HON. R. ALLAN EDGAR

KUBOTA TRACTOR CORPORATION,  
Defendant.

MEMORANDUM

This is a suit originally brought in state court by Michigan Sales and Equipment, a Michigan corporation, (Michigan Sales), a franchisee of Kubota Tractor Corporation, a California Corporation, (Kubota), alleging *inter alia* that Kubota lacked good cause to terminate their franchise agreement. After the state court issued an ex parte temporary restraining order enjoining the franchise termination, Kubota removed the case to this Court. This Court scheduled a hearing on Michigan Sales' request for a preliminary injunction. The parties then agreed upon a "Stipulated Injunctive and Voluntary Termination Order," which this Court entered.

This stipulated order extended the existing injunctive relief to provide time for Michigan Sales to acquire a buyer acceptable to Kubota. Under the order, Michigan Sales was to provide Kubota with a signed written agreement between Michigan Sales and a proposed buyer on or before June 20, 2016. The parties agree that this did not happen. Under the terms of the stipulated order, this case must therefore be dismissed upon the request of Kubota.

In general, federal district courts lack subject matter jurisdiction to enforce settlement agreements between parties *unless* the parties express their desire for the court to enforce the agreement. *See Kokkonen v. Guardian Life Ins. Co. of America*, 511 U.S. 375, 375-

76, 381 (1994) (“If the parties *wish* to provide for the [federal] court’s enforcement of a dismissal-producing settlement agreement, they can seek to do so.”). Here, the parties agreed to court enforcement. They stated in the “Stipulated Injunctive and Voluntary Termination Order” (ECF No. 19) that they wished for this case to be dismissed by the Court upon Kubota’s submission of a “Notice of Order Expiration and Dismissal.” Kubota filed this notice on June 21, 2016. ECF No. 22. Accordingly, the Court has jurisdiction to enforce this settlement agreement between the parties.

Therefore, a judgment will enter dismissing this lawsuit.

IT IS SO ORDERED.

Date: 6/28/2016

/s/ R. Allan Edgar  
HON. R. ALLAN EDGAR  
UNITED STATES DISTRICT JUDGE